

Sept 5th 2007

Commission's Secretary
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Deena Shetler
Via Email
Deena.Shetler@fcc.gov
FCC Contractor
fcc@bcpiweb.com
Re: WC Docket No. 06-210
CCB/CPD 96-20

Dear FCC

Petitioners, Mr Kearney and Mr Shipp's recent FCC filings have stressed that the CSTP/RVPP service plan holder maintains customer of record status and thus **CONTROL** of its plans revenue commitment and associated shortfall and termination obligations. Therefore these service plan holder commitments must stay with CCI because of the non disputed fact that the CSTP/RVPP plan does not transfer. PSE has no control over CCI's CSTP/RVPP plans that it did not transfer nor does PSE have responsibility under the tariff to meet CCI's non transferred plan commitments.

Here at Exhibit A is a Dec 10th 1990 AT&T letter to Petitioner One Stop Financial, Inc. from the AT&T manager of its Marketing Delivery Center--- Ms. Annette Mchaffey. Ms. Mchaffey stresses a few very important points that coincide with the tariff and petitioners correct tariff interpretation for section 2.1.8and the other tariff sections which support petitioners and the FCC's 2003 Decision on obligations interpretation:

Ms Mchaffey writes:

As the holder of a Multi Location WATS (MLW) service plan, and/or 800 Revenue Volume pricing Plan (PVPP)/Customer Specific Term Plan (CSTP) you are the AT&T customer for all locations that you have designated for inclusion under your discount plan.

Ms Mchaffey is correct that you are only the AT&T customer for the locations “designated for inclusion under your discount plan”. The aggregator is not the customer of record for accounts that are no longer under its plan. AT&T’s moronic interpretation for 2.1.8 asserts that the transferee is responsible for “All Obligations” which included the transferors responsibility for bad debt on accounts that it does not even have transferred to it from the transferor!

Obviously AT&T’s “All Obligations” theory as AT&T manger Ms Mchaffey understands that the transferee is only responsible what is transferred. As AT&T counsel Mr Carpenter stated to the DC Circuit “All Obligations” depends upon what is transferred.

See exhibit W in petitioners 9/27/06 filing:

Mr. Carpenter: Yes, but what it means to assume all the obligations. What obligations apply may vary depending on what's transferred.

Mr. Carpenter: Now what obligations they are going to end up assuming will vary depending on what service is being transferred.

David Carpenter supporting petitioners during Third Circuit Oral Argument:

We point out in our brief that there's a distinction between transfers of entire plans, and transfers of individual end-users locations. That when the "**plan**" is transferred, "**all the obligations**" have to go along with it. (exhibit V in petitioners 9/27/06 filing Pg 15 line 9)

See Carpenter again at exhibit V. in petitioners 9/27/06 filing Pg 15 line 23...

When you're transferring **all** the traffic, you're transferring the **plan**. That is –and the obligations have to go with it, shortfall and termination liability. (emphasis added)

AT&T manager Ms Mchaffey's letter continues:

Once a location signs up for service under your plan, you have **assumed responsibility** to AT&T for that location. As a result, that end-user loses his status as a customer of AT&T, giving **CONTROL** of the aggregated BTN (Billing Telephone Number) to you, the Aggregator, including the authority to **add, delete, or change service** for that BTN.

AT&T manager Ms. Mchaffey stresses what Mr Kearney, Mr Shipp and petitioners have stressed regarding customer of record plan holder status, and that is: "CONTROL of the BTN". As Ms. Mchaffey stresses the aggregator as AT&T's plan holder/customer of record has "the authority to add, delete or change service for that BTN." PSE does not obtain control over CCI's non transferred plan nor does PSE have to become responsible for bad debt on accounts not transferred to PSE.

The ability to **add or delete** a location is accomplished using AT&T's Main Billed Telephone Number Location Form **here as exhibit B** and this directly correlates to tariff section 3.3.1.Q bullet number 4 (3.3.1.Q bullet number 4 is at exhibit D in petitioners 9/27/06 filing).

Ms. Mchaffey also states that the plan holder has the ability to "change service for that BTN". The ability to **change service** for the BTN of course relates to section 2.1.8 where the Former Customer can transfer "traffic only" to the New Customer. If the end-user account does not transfer then obviously the end-users service does

not change and there is no way that PSE must assume the bad debt on accounts that are not under PSE's plan.

AT&T manager Ms. Mchaffey's letter continues:

Accordingly, AT&T will honor all order activity related to a BTN **included in your discount plan only from you---the service plan holder.**

Above Ms. Mchaffey stressed that AT&T will only honor order activity i.e. (aggregator controls the plan it holds) on accounts "included in your discount plan only from you—the service plan holder."

As petitioners Mr Kearney and Mr Shipp explained that under the tariff there can **not** be two AT&T customers simultaneously having control of the plan---only "the service plan holder".

As per AT&T manager Ms. Mchaffey----only the AT&T customer – "the service plan holder"--- is responsible for shortfall and termination charges as per 3.3.1.Q bullet 10.

See 3.3.1.Q bullet 10 at exhibit D in petitioners 9/27/06 FCC filing.

Here as exhibit C is AT&T tariff section 2.4.1 Responsibilities of the Customer.

This tariff section details the control that the customer of record—the service plan holder has over its locations as the customer places all orders for its users.

As per tariff section 2.4.1 A

The Customer is responsible for **placing all orders** and complying with tariff regulations for WATS and for assuring that **its Users** comply with tariff regulations.

See at Exhibit C: 1. **The Information the Customer Must Provide**

When a Customer places an order for WATS, the following information must be provided so the Company can design, install and maintain the WATS ordered except as specified in Sections 3.3.1.M, 3.3.1.N and 3.3.1.O.

- The contact name, telephone number, and address at each premises where installation will be made,
- The billing name and address,
- The particular service or service component desired as specified in the specific service sections of this tariff,

The adding and deleting of accounts by the AT&T aggregator is done through use of an AT&T Main Billed Telephone Number Location Form (sample here at exhibit B) which encompasses the above information. See at exhibit B on the Main Billed Telephone Numbers Locations List in the upper left hand corner the place to indicate whether the location is being added or deleted as per 3.3.1.Q bullet 4.

The AT&T Transfer of Service (TSA) (exhibit F in petitioners 9/27/06 filing) is used to transfer the “traffic only” to another AT&T customer and thus change the end-users service provider to the new AT&T customer (PSE); or to transfer the entire plan to another AT&T customer thus changing the plans customer of record—as in the Inga to CCI plan transfer in which Inga as per the tariff no longer controlled the meeting of CCI’s S&T obligations.

Only the service plan holder CCI after the “traffic only” transfer remained responsible for shortfall and termination obligations as per 3.3.1.Q bullet 10 and thus controls its S&T obligations by adding and deleting of end users as per 3.3.1.Q bullet 4 on its non transferred plans. Of course the aggregator can also controls its commitment by deciding how many accounts it can afford to transfer away from its plan or arranging outside the tariff through a contractual arrangement to obtain the accounts back to its plan by using the AT&T Transfer of Service (TSA) Form. The

bottom line is that the transferors S&T obligations do not transfer unless the plan transfers.

submitted

Respectfully

/s/ Al Inga

Al Inga Pres

One Stop Financial, Inc

Group Discounts, Inc.

Winback & Conserve Program, Inc.

800 Discounts, Inc.